



INSURANCE BINDER

OP ID: SA

DATE (MM/DD/YYYY)

08/06/2009

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Paul Hanson Partners Specialty Insurance Solutions 1 P.O. Box 5990 Napa, CA 94581 Movers Choice		COMPANY Granite State Insurance Compan	BINDER # 14154
PHONE (A/C, No, Ext): 800-852-1968		FAX (A/C, No): 707-252-5905	
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 086478719-0	
AGENCY CUSTOMER ID: PORTA-3		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	
INSURED Portable Stg & Mvg of Columbia aLLA 2120 Commerce Drive Cayce SC 29033		This binder is a summation of the limits, terms, coverages and conditions all of which are superceded by the actual policy when issued. Loc#1 - 2120 Commerce Drive, Cayce, SC.	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Replacement Cost	Loc#1 Bldg#1 Bus. Personal Property Business Income	1,000	80% 50%	25,000 250,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Ded. <input checked="" type="checkbox"/> EBL \$1,000,000/\$1,000Ded	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,000 APD Ded	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST UIM	\$ \$ \$ \$ \$ \$ \$	1,000,000 5,000 1,000,000 1,000,000
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input checked="" type="checkbox"/> COLLISION: 1,000 <input checked="" type="checkbox"/> OTHER THAN COL: 1,000	ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE STATED AMOUNT OTHER	\$ \$ \$	
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS	\$ \$ \$ \$	
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$	
SPECIAL CONDITIONS/OTHER COVERAGES Cargo \$50,000 any one truck; \$100,000 any occurrence; \$1,000 Ded. Warehouse Legal Loc 1- \$1,000,000, \$1,000 Ded. Movers Equipment \$900,000; Forklifts \$20,000; \$1,000 Ded. Hired Physical Damage \$75,000, ded \$100 comp, \$1,000 coll		FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>George Weible</i>	



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THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Paul Hanson Partners Specialty Insurance Solutions 1 P.O. Box 5990 Napa, CA 94581 Movers Choice		COMPANY New Hampshire Insurance Compan	BINDER # 14155
PHONE (A/C, No, Ext): 800-852-1968		FAX (A/C, No): 707-252-5905	
CODE:		SUB CODE:	
AGENCY CUSTOMER ID: PORTA-3		EXPIRATION DATE: 09/04/09 TIME: 12:01 AM	
INSURED Portable Stg & Mvg of Columbia aLLA 2120 Commerce Drive Cayce SC 29033		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # 015846519-0	
		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) This binder is a summation of the limits, terms, coverages and conditions all of which are superceded by the actual policy when issued.	

COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR		EACH OCCURRENCE	\$	
		DAMAGE TO RENTED PREMISES	\$	
		MED EXP (Any one person)	\$	
		PERSONAL & ADV INJURY	\$	
		GENERAL AGGREGATE	\$	
		PRODUCTS - COMP/OP AGG	\$	
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT	\$	
		BODILY INJURY (Per person)	\$	
		BODILY INJURY (Per accident)	\$	
		PROPERTY DAMAGE	\$	
		MEDICAL PAYMENTS	\$	
		PERSONAL INJURY PROT	\$	
		UNINSURED MOTORIST	\$	
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES		ACTUAL CASH VALUE		
		COLLISION:		
		OTHER THAN COL:		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		STATED AMOUNT	\$	
		OTHER		
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		AUTO ONLY - EA ACCIDENT	\$	
		OTHER THAN AUTO ONLY:		
		EACH ACCIDENT	\$	
		AGGREGATE	\$	
		EACH OCCURRENCE	\$	1,000,000
		AGGREGATE	\$	1,000,000
		SELF-INSURED RETENTION	\$	10,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS		
		E.L. EACH ACCIDENT	\$	
		E.L. DISEASE - EA EMPLOYEE	\$	
		E.L. DISEASE - POLICY LIMIT	\$	
SPECIAL CONDITIONS/ OTHER COVERAGES		FEES	\$	
		TAXES	\$	
		ESTIMATED TOTAL PREMIUM	\$	

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2009

PRODUCER Krauter & Company LLC 16250 Knoll Trail, Suite 100 Dallas, TX 75248 (469) 374-5800 www.krautergroup.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Portable Storage & Moving of Columbia, LLC 2120 Commerce Drive Cayce SC 29033		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Granite State Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBD	8/5/2009	8/5/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Bene 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 1,000 ded Collision <input checked="" type="checkbox"/> 1,000 ded Comprehensive	TBD	8/5/2009	8/5/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
a	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	TBD	8/5/2009	8/5/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y / N <input type="checkbox"/>			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Property Cargo/Transit	TBD	8/5/2009	8/5/2010	All Risk - 100% Replacement Cost \$50,000 per occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Popowski Law Firm, LLC
171 Church Street Suite 110
Charleston SC 29401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Corey Robison

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to (1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or (2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All Containers must be locked prior to Lessor moving them.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed:

07-02-08

Tenant Signature:

Elizabeth Hunter

Tenant Name:

ELIZABETH Hunter

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 15. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **NO REPRESENTATIONS OR WARRANTIES.** Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, *including any warranties of merchantability or fitness for a particular use or purpose*, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. **TERMINATION.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- (a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- (b) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- (c) Tenant shall abandon the Container(s).

15. **REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **LESSOR'S LIEN.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **CONDITION OF CONTAINER UPON TERMINATION.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. **NOTICES.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **ASSIGNMENT.** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. **SUCCESSION.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

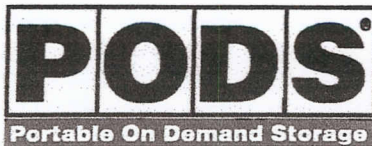
24. **RULES AND REGULATIONS.** The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s), Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. **LOCAL ORDINANCES AND REGULATIONS.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. **FORCE MAJEURE.** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. **COMMUNICATIONS.** Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. **ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable items, hazardous materials and related objects, flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any weapons, including but not limited to firearms, in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, antiques, objects for which an immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and powder; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines; trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for certain third party loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents (Lessor's Agents) shall assume responsibility for loss arising from specified named perils such as fire, wind, hail, smoke, collapse of building (burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor and Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss, Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability claim, expense, damage or reimbursement on claims for insurance, (if any), that could have been insured against including, without limitation, any loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any right of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above, (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All Containers must be locked prior to Lessor moving them.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: 8/1/08

Tenant Signature: [Signature]

Tenant Name: Dana McKinney

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 15. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **NO REPRESENTATIONS OR WARRANTIES.** Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, *including any warranties of merchantability or fitness for a particular use or purpose*, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. **TERMINATION.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- Tenant shall abandon the Container(s).

15. **REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **LESSOR'S LIEN.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **CONDITION OF CONTAINER UPON TERMINATION.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. **NOTICES.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **ASSIGNMENT.** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. **SUCCESSION.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

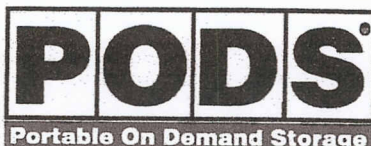
24. **RULES AND REGULATIONS.** The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s), Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. **LOCAL ORDINANCES AND REGULATIONS.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. **FORCE MAJEURE.** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. **COMMUNICATIONS.** Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. **ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that **no bailment or deposit of goods for safekeeping is intended or created hereunder.** Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and releases Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. **All Containers must be locked prior to Lessor moving them.**

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: 9/17/8

Tenant Signature: Erwin Gamble

Tenant Name: Erwin Gamble

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 15. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **NO REPRESENTATIONS OR WARRANTIES.** Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, including any warranties of merchantability or fitness for a particular use or purpose, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. **TERMINATION.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- (a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- (b) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- (c) Tenant shall abandon the Container(s).

15. **REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **LESSOR'S LIEN.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **CONDITION OF CONTAINER UPON TERMINATION.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. **NOTICES.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **ASSIGNMENT.** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. **SUCCESSION.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

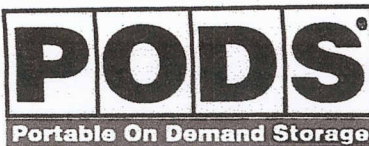
24. **RULES AND REGULATIONS.** The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s), Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. **LOCAL ORDINANCES AND REGULATIONS.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. **FORCE MAJEURE.** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. **COMMUNICATIONS.** Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. **ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that **no bailment or deposit of goods for safekeeping is intended or created hereunder**. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisees', storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. **Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it.** Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. **Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5.** Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. **Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items.** Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. **Tenant agrees to insure the actual full value of the stored property against loss and damage.** Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. **With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims").** Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. **All Containers must be locked prior to Lessor moving them.**

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: 3-26-09

Tenant Signature: Jamie Hutto

Tenant Name: Jamie Hutto

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 15. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **NO REPRESENTATIONS OR WARRANTIES.** Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, *including any warranties of merchantability or fitness for a particular use or purpose*, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. **TERMINATION.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- Tenant shall abandon the Container(s).

15. **REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **LESSOR'S LIEN.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **CONDITION OF CONTAINER UPON TERMINATION.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. **NOTICES.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **ASSIGNMENT.** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. **SUCCESSION.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

24. **RULES AND REGULATIONS.** The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s), Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. **LOCAL ORDINANCES AND REGULATIONS.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. **FORCE MAJEURE.** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. **COMMUNICATIONS.** Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. **ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and releases Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All Containers must be locked prior to Lessor moving them.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: _____

Tenant Signature: _____

Tenant Name: _____

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with Lessor exercising its rights as set forth in Section 15. In the event Tenant shall not grant access to the Container(s) as required, or in the event of an emergency or upon default of any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. **NO REPRESENTATIONS OR WARRANTIES.** Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, including any warranties of merchantability or fitness for a particular use or purpose, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. **TERMINATION.** Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. **DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- Tenant shall abandon the Container(s).

15. **REMEDIES UPON EVENT OF DEFAULT.** If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located at a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. **LESSOR'S LIEN.** IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. **CONDITION OF CONTAINER UPON TERMINATION.** Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. **RELEASE OF TENANT INFORMATION.** Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. **NOTICES.** Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. **NOTIFICATION OF CHANGE OF ADDRESS.** In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. **ASSIGNMENT.** Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. **SUCCESSION.** All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. **GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL.** This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

24. **RULES AND REGULATIONS.** The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s), Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. **LOCAL ORDINANCES AND REGULATIONS.** Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. **FORCE MAJEURE.** Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. **COMMUNICATIONS.** Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. **ENTIRE AGREEMENT.** This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.



THIS RENTAL AGREEMENT is executed on 6/9/09, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
(b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
(c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Facility moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (f) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss, Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and releases Lessor from any responsibility for the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. All Containers must be locked prior to Lessor moving them.

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: 6/9/09

Tenant Signature: [Signature]

Tenant Name: Nancy I. Brunner, Jr.



THIS RENTAL AGREEMENT is executed on _____, by and between Portable Storage of Columbia, LLC, a South Carolina Limited Liability Company, ("Lessor") and "Tenant", whose name and residence and alternate addresses are set forth on the attached Rental Agreement Addendum incorporated herein by reference, for the purpose of leasing or renting a portable storage Container, and as hereinafter more fully described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. Due to the nature of Lessor's business and its purpose being storage, it is further understood that Lessor is not representing to Tenant, in any manner whatsoever, that Lessor is a "warehouseman" as such term is defined by applicable state statutes. Further, the parties expressly understand and agree that it is the parties' intention that any laws including, without limitation, warehouseman laws, or similar or related laws pertaining to the establishment or creation of a bailment relationship or any other relationship pertaining to the deposit of goods for safekeeping shall not apply to this Rental Agreement.

NOW THEREFORE, for and in consideration of the foregoing recital (which is incorporated herein by reference), the receipt and sufficiency of which is hereby acknowledged, and the mutual promises and assumption of obligations described in this Rental Agreement, the parties hereto hereby agree as follows:

1. DESCRIPTION OF CONTAINER. Lessor leases to Tenant and Tenant leases from Lessor one or more self-contained storage container(s) (individually a "Container", and collectively, the "Containers") as identified on the attached Rental Agreement Addendum. Tenant has the option to store the Container(s) with Lessor or have the Container(s) remain at Tenant's designated location. Should Tenant elect to have Lessor store the Container(s) at Lessor's premises, Tenant agrees that Lessor shall have the right and authority to store the Container(s) at any of Lessor's, or its affiliates' or franchisee's, storage facilities (a "Facility"). Lessor shall attempt to store the Container(s) at a Facility closest to Tenant's address, space permitting. Tenant shall have access to the Container(s), only during specified hours which are normally 8:30 am to 5:00 pm local time, by giving advance notice to Lessor. Please call the number above to confirm the access hours, schedule access, or make special arrangements for access during non-business hours. Should Tenant elect not to store the Container(s) at a Facility, the Container(s) shall remain located at the address designated by Tenant on the attached Rental Agreement Addendum. Tenant has examined the Container(s), or will have the opportunity to do so before its use, and acknowledges and agrees that by loading the Container(s) with Tenant's belongings the Container(s) is satisfactory for all purposes for which Tenant shall use it. Tenant hereby authorizes Lessor to enter upon the property designated on the Rental Agreement Addendum whenever Lessor deems it necessary to enforce any of Lessor's rights pursuant to this Rental Agreement or pursuant to any state or federal law. Tenant warrants that Tenant has (1) an ownership interest in such real property and/or that Tenant is an authorized agent of the owner(s) of such real property; and (2) has the right and authority to permit Lessor's unrestricted entrance upon such real property.

2. TERM AND RENT. The term of this Rental Agreement commences as of the date first written above and continues thereafter on a month-to-month tenancy until terminated. Tenant must pay the Lessor, in advance, monthly rent on each Due Date (as defined below) in the amount set forth on the invoice ("Rent"), without deduction, prior notice, demand or billing statement. The date the Container(s) is first delivered to Tenant shall be the initial "Due Date" and subsequent Due Dates shall occur on the monthly anniversary of the initial Due Date or the last day of the month if the corresponding date does not exist in the subsequent month. Tenant must pay, in advance, at least one month's rent. Tenant will not be entitled to a refund of any prepaid rent under any circumstances. The monthly rent may be adjusted by Lessor effective the month following written notice by Lessor to Tenant specifying such adjustment, which notice shall be given not less than thirty (30) days or one (1) calendar month prior to the first day of the month for which the adjustment will be effective. Any such adjustment in the monthly rent will not otherwise affect the terms of this Rental Agreement, of which will remain in full force and effect. Time is of the essence with regard to all payment obligations due under this Rental Agreement.

3. FEES AND DEPOSITS.

- (a) In the event Tenant shall fail to pay Rent by the 10th day after the Due Date, Tenant shall pay, in addition to any other amounts due, a late charge of \$25.00.
- (b) If Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement for more than thirty days (30), Tenant shall pay a lien handling charge of \$25.00 for Lessor's costs in processing the delinquent account, including lien sale costs, whether or not a lien sale occurs. In the event Tenant is delinquent in the payment of rent or other charges due under this Rental Agreement, including without limitation, financing charges, late charges, handling charges and costs associated with the processing of Tenant's delinquent account, Tenant authorizes Lessor to charge Tenant's credit card account, without the signature of Tenant, for such amounts owed by Tenant to Lessor, even if Tenant has selected another method of payment as the preferred method. Lessor shall have no liability to Tenant for charges applied to Tenant's credit card account so long as such charges are applied by Lessor in good faith.
- (c) Additional fees may be incurred in connection with moves between Facilities (known as Inter-Franchise moves) which will be properly reflected on the Rental Agreement Addendum. Non-refundable deposits may be required for such moves.

4. USE OF CONTAINER AND COMPLIANCE WITH LAW. Tenant shall store only personal property that Tenant owns and will not store property that is claimed by another or in which another has any right, title or interest. Tenant agrees that if the aggregate value of all personal property stored in the Container exceeds or is deemed to exceed \$5,000, it is Tenant's responsibility to adequately insure the stored property as set forth in Section 5. Tenant understands and agrees that Lessor need not be concerned with the kind, quantity or value of personal property or other goods stored by Tenant in the Container(s) pursuant to this Rental Agreement. Tenant shall not store any food or perishable goods, Hazardous Materials (as defined below), flammable materials, explosives, or other inherently dangerous material, nor perform any work in the Container(s). Tenant shall not store any personal property in the Container(s) which would result in the violation of any law or regulation of any governmental authority, including, without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters. For purposes of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid, substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Tenant shall not use the Container(s) in any manner that will constitute waste, nuisance or unreasonable annoyance to other tenants in the Facility. Tenant acknowledges and agrees that the Container(s) and the Facility are not suitable for the storage of heirlooms or precious, invaluable or irreplaceable property such as books, records, writings, works of art, photographs, objects for which no immediate resale market exists, objects which are claimed to have special or emotional value to Tenant and records or receipts relating to the stored goods and Lessor shall not be liable for any damage resulting to such items. Furthermore, Tenant acknowledges and agrees that the following items should be excluded from storage: money, bank notes, scrip, securities, accounts, deeds and evidences of debt; letters of credit and notes other than bank notes; bullion, gold, goldware, silver, silverware, platinum, coins, precious metals and pewter; stored value cards and smart cards; manuscripts, personal records, passports, tickets and stamps; jewelry, watches, furs, precious and semiprecious stones, firearms; animals, birds and fish; aircraft, hovercraft, motor vehicles and engines, trailers; property not owned by the tenant or for which tenant is not legally liable; computer software or programs, media or computer data contained on hard disks or drives. Tenant specifically acknowledges the following: (a) that the Container(s) may be used for storage only, and that the use of the Container(s) for the conduct of business or for **HUMAN OR ANIMAL HABITATION IS SPECIFICALLY PROHIBITED**; (b) that Tenant assumes full responsibility and liability for packing Tenant's property in the Container(s) and for securing Tenant's property for over the road transportation; (c) that the maximum weight of Tenant's property shall not exceed 7,500 pounds contained in a sixteen-foot (16') Container(s) or 8,100 pounds in a twelve-foot (12') Container(s); and (d) that Lessor shall not be liable for any damage to Tenant's property for any reason unless specifically assumed through the Contents Protection/Duty To Insure Addendum.

5. INSURANCE. ALL PROPERTY IS STORED BY TENANT AT TENANT'S SOLE RISK. INSURANCE IS TENANT'S SOLE RESPONSIBILITY. Tenant personally assumes all risk of loss, including damage to or theft of Tenant's property due to burglary, mysterious disappearance, fire, water, rodent damage, earthquakes, acts of God, vandalism, mold or mildew or other vermin. Tenant agrees to insure the actual full value of the stored property against loss and damage. Alternatively, by completing and signing the Contents Protection/Duty To Insure Addendum to this Rental Agreement and making all the additional payments thereunder, Tenant may choose to have Lessor contractually (i) assume responsibility for specified loss and (ii) obtain insurance protecting Tenant's contents from such loss. In such event, Lessor, and/or its designated affiliates, authorized representatives and employees or agents ("Lessor's Agents") shall assume responsibility for loss arising from specified named perils (such as fire, wind, hail, smoke, collapse of building, burglary) as specifically outlined in the Contents Protection/Duty To Insure Addendum. Lessor or Lessor's Agents shall in turn insure such Lessor's liability for loss with an insurance company rated no less than "A" (Excellent) by A.M. Best. Tenant may choose to obtain supplemental insurance from their own homeowner or renter's carrier or Tenant may elect to be "self insured." To the extent Tenant does not obtain insurance or contract with Lessor to assume responsibility for specified loss and obtain insurance protecting Tenant's contents from such loss Tenant waives all claims against Lessor for loss or damage to the contents placed in the Container. With the exception of liability for named perils specifically assumed by contract, Lessor and Lessor's Agent will not be responsible for, and Tenant hereby releases Lessor and Lessor's Agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") that could have been insured against including, without limitation, any Loss arising from the active or passive acts, omission or negligence of Lessor or Lessor's Agents ("Claims"). Tenant waives any rights of recovery against Lessor or Lessor's Agents for any Claims, and Tenant expressly agrees that the carrier of any insurance obtained by Tenant shall not be subrogated to any claim of Tenant against Lessor or Lessor's Agents. Although Lessor and Lessor's Agents may share information about the insurance policy purchased by the Lessor, Tenant understands that Lessor and Lessor's Agents are not an insurance company or insurance agents. Lessor has not explained any coverage or assisted Tenant in making any decision to purchase any particular insurance policy. Lessor is not making any representations about the coverage provided by such insurance policy. Lessor's agreement to assume responsibility for and obtain insurance protecting Tenant's contents from loss is not an insurance transaction. The provisions of this paragraph will not limit the rights of Lessor and Lessor's Agents under paragraph 6.

6. LIMITATION OF LESSOR'S LIABILITY; INDEMNITY. Lessor and Lessor's Agents will have no responsibility to Tenant or to any other person for any Loss from any cause, including, without limitation, Lessor and Lessor's Agents active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Lessor's fraud, willful injury or willful violation of law or Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above. Tenant shall indemnify and hold Lessor and Lessor's Agents harmless from any Loss incurred by Lessor or Lessor's Agents in any way arising out of Tenant's use of the Container(s) or Facility. Tenant agrees that Lessor and Lessor's Agents total responsibility for any Claim, other than that specifically assumed through the Contents Protection/Duty To Insure Addendum, shall not exceed \$5,000. If Tenant elects to have Lessor contractually assume responsibility as set forth in Section 5 above: (a.) Lessor's role is expanded to a recipient of goods for safekeeping in its possession or care custody and control; but only to the extent of being contractually responsible for specified loss and obtaining insurance protecting Tenant's contents from such loss, and only to the extent such insurance is collectible; (b.) Tenant shall be loss payee and third party beneficiary to all proceeds recoverable under the insurance policy; and (c.) Lessor's liability for specified loss and obtaining insurance protecting Tenant's contents from such loss shall not exceed the lesser of \$300,000 or the Tenant's Declared Value in the Contents Protection/Duty To Insure Addendum.

7. ACCESS CODE (PIN NUMBER). At time of order Tenant will be asked for their drivers license number the last four characters of which will be used as Tenant's PIN Number. If Tenant desires to use an alternative PIN Number, Tenant must provide Lessor with the new PIN Number at time of order, or by calling the toll free number above. Lessor will require the PIN Number before providing access to the Container(s) and/or before scheduling a move or delivery of the Container(s). Tenant acknowledges and agrees that Lessor has the right to provide access to the Tenant's account (which may permit changing information, including the PIN Number) and the Container(s) to anyone providing Lessor with Tenant's PIN Number, and that Lessor has the right to refuse access to the Container(s) by anyone, including Tenant, who does not have Tenant's PIN Number. Tenant should only disclose the PIN Number to those persons who Tenant wants to have unrestricted access to the account and the Container(s).

8. PLACEMENT OF CONTAINER. Tenant acknowledges that Lessor will normally place the Container(s) on a driveway or other paved surface immediately accessible from a street fronting Tenant's premises. Such placement area shall have adequate width, depth and height clearance to sustain the weight and size of a Container(s). Tenant authorizes Lessor to 1) Drive on Tenant's lawn or other non-paved area in order to place the Container(s) in the area designated by Tenant or to place the Container(s) in an area lacking adequate clearance, or 2) Drive on a paved surface. In either case Tenant assumes full risk for all damage resulting from the placement of the Container(s) and relieves Lessor from any responsibility for such damage. Additionally, Tenant acknowledges that Lessor recommends against driving on Tenant's lawn or non-paved, and certain paved, areas. Any deliveries or retrievals of the Container(s) requiring Lessor to access the Container(s) by way of non-paved areas shall permit Lessor, at its option, to assess Tenant a service charge, which Tenant agrees to pay. Tenant agrees that they will not relocate the Container(s). In the event it is determined that the Container(s) has been relocated, Tenant agrees to pay an additional fee of not less than \$75.00 and up to current retail value of the Container(s) plus any cost or shipping associated with the retrieval of the Container(s).

9. ALTERATIONS. Tenant shall not make or allow any alterations of any kind or description whatsoever to the Container(s) without, in each instance, the prior written consent of the Lessor.

10. LOCK. Tenant shall provide, at Tenant's own expense, a lock for the Container(s) which Tenant, in Tenant's sole discretion, deems sufficient to secure the Container(s). Tenant shall not provide Lessor or Lessor's Agents with a key and/or combination to Tenant's lock. **All Containers must be locked prior to Lessor moving them.**

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement as of the date and year first written above, and agree to be bound by all of the provisions of this Rental Agreement including the provisions contained on the reverse side of this page.

By LESSOR: PORTABLE STORAGE OF COLUMBIA, LLC

TENANT:

Date signed: 7/10/09

Tenant Signature: *Manuel P. Renteria*

Tenant Name: *Manuel P. Renteria*

any of Tenant's obligations under this Rental Agreement, Lessor, Lessor's Agents or the representatives of any governmental authority shall have the right, but not the obligation, to remove Tenant's locks and enter the Container(s) for the purpose of examining the Container(s) or the contents thereof or for the purpose of making repairs or alterations to the Container(s) and taking such other action as may be necessary or appropriate to preserve the Container(s), or to comply with applicable law including any applicable local, state or federal law or regulation governing Hazardous Materials or to enforce any of Lessor's rights. In the event of any damage or injury to the Container(s) or the Facility arising from the negligent or deliberate act or omissions of the Tenant, or for which Tenant is otherwise responsible, all expenses reasonably incurred by the Lessor to repair or restore the Container(s) or the Facility including any expense incurred in connection with any investigation of site conditions, or any clean-up, removal or restoration work required by any applicable local, state or federal law or regulation or agency regulating any Hazardous Materials, shall be paid by the Tenant as additional rent and shall be due upon demand by the Lessor.

12. NO REPRESENTATIONS OR WARRANTIES. Lessor hereby disclaims any implied or express warranties, guarantees, representations of the nature, condition, safety or security of the Container(s) and the Facility, *including any warranties of merchantability or fitness for a particular use or purpose*, and Tenant hereby acknowledges, as provided in paragraph 1 above, that Tenant has inspected the Container(s) and has had the opportunity to inspect the Facility and hereby acknowledges and agrees that Lessor does not represent or guarantee the safety or security of the Container(s) or the Facility or of any property stored therein and this Rental Agreement does not create any contractual duty for Lessor to create or maintain such safety or security. Lessee further acknowledges and understands that Lessor makes no assurances or guarantees regarding the time of pick-up or delivery of any Container(s).

13. TERMINATION. Either party may terminate this Rental Agreement at the expiration of any term by giving notice to the other party not less than seven (7) days before expiration and such termination shall be effective as of the last day of the rental month. Notwithstanding the foregoing, no monthly rent shall be pro rated if the termination occurs prior to the end of a full rental month.

14. DEFAULT. The following events shall be deemed to be events of default by Tenant under this Rental Agreement:

- (a) Tenant shall fail to pay any installment of the rent due under this Rental Agreement;
- (b) Tenant shall fail to comply with any term, provision or covenant of this Rental Agreement, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; or
- (c) Tenant shall abandon the Container(s).

15. REMEDIES UPON EVENT OF DEFAULT. If an event of default shall occur, Lessor shall have the right at its election, then or at any time thereafter while such event of default continues, to pursue the following remedy or any other remedies provided for under applicable laws under this Rental Agreement. ALL EXPENSES INCURRED BY LESSOR THAT ARE CONNECTED WITH THE COLLECTION OF ANY AND ALL OUTSTANDING BALANCES OWED BY TENANT WILL BE ASSESSED TO THE TENANT (INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER EXPENSES). Lessor may immediately terminate this Rental Agreement by giving notice to Tenant, in which event Tenant shall immediately surrender the Container(s) to Lessor and if Tenant fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, deny Tenant's access to the Container(s) if located a Facility or enter upon Tenant's premises and take possession of the Container(s) and Tenant's property stored in the Container(s), and expel or remove Tenant, without being liable for prosecution or any claim of damages therefore and Tenant hereby agrees to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to relet the Container(s) on satisfactory terms or otherwise. Lessor's remedies, including that set forth in Section 16, are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any other remedies legally available to Lessor.

16. LESSOR'S LIEN. IN ADDITION TO ANY LIENS AND REMEDIES PROVIDED BY APPLICABLE STATE LAW TO SECURE AND COLLECT RENT, TENANT HEREBY GRANTS TO LESSOR A CONTRACTUAL LESSOR'S LIEN UPON ALL PROPERTY, NOW OR AT ANY TIME HEREAFTER STORED IN THE CONTAINER(S) OR AT THE FACILITY, TO SECURE THE PAYMENT OF ALL RENTS OR OTHER CHARGES PAYABLE UNDER THIS RENTAL AGREEMENT. IN THE EVENT TENANT IS IN DEFAULT OF THIS RENTAL AGREEMENT (AS DEFINED IN PARAGRAPH 14), LESSOR MAY BEGIN THE ENFORCEMENT OF ITS LIEN INCLUDING DENIAL OF ACCESS TO THE CONTAINER(S) BY THE TENANT, AGAINST ALL PROPERTY OF TENANT STORED IN THE CONTAINER(S) OR AT THE FACILITY IN ACCORDANCE WITH THE LAWS OF THE JURISDICTION IN WHICH THE TENANT'S PROPERTY IS LOCATED WHEN LESSOR COMMENCES THE ENFORCEMENT OF ITS LIEN. PROPERTY MAY BE SOLD OR OTHERWISE DISPOSED OF AT THE FACILITY OR NEAREST SUITABLE LOCATION TO SATISFY THE APPLICABLE LIEN LAW. PROCEEDS, IF ANY, FROM THE SALE OF THE PROPERTY IN EXCESS OF AMOUNTS OWED TO LESSOR, WILL BE PAID TO THE STATE TREASURER IF UNCLAIMED BY THE OCCUPANT WITHIN ONE YEAR AFTER SALE OF THE PROPERTY.

IN ACCORDANCE WITH APPLICABLE LIEN LAWS, PLEASE PROVIDE THE NAME AND ADDRESS OF ANOTHER PERSON TO WHOM PRELIMINARY AND SUBSEQUENT NOTICES OF LIEN MAY BE SENT.

AS LESSOR HAS NO KNOWLEDGE OF THE CONTENTS STORED IN THE CONTAINER(S), TENANT HEREBY WAIVES ANY OBLIGATION THAT LESSOR PROVIDE A DESCRIPTION OF THE PERSONAL PROPERTY IN TENANT'S CONTAINER, TO THE EXTENT REQUIRED BY APPLICABLE STATE LIEN LAWS.

17. CONDITION OF CONTAINER UPON TERMINATION. Upon termination of this Rental Agreement for any reason, Tenant shall remove all Tenant's personal property from the Container(s), unless such property is subject to Lessor's lien rights pursuant to paragraph 16, and shall immediately deliver possession of the Container(s) to Lessor in the same condition as delivered to Tenant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. *Tenant agrees that any personal property left in the Container(s) shall be deemed abandoned by Tenant, and with respect thereto, Tenant authorizes Lessor to remove such property from the Container(s) and either dispose of it in any manner in Lessor's sole discretion and without liability to Tenant or retain such property as collateral for payment of the removal charges and/or any other amounts due Lessor.* Nothing herein shall be construed as imposing a duty upon Lessor to store or safeguard the Tenant's personal property, and Lessor hereby expressly disclaims any such duty.

18. RELEASE OF TENANT INFORMATION. Tenant hereby authorizes Lessor to release any information regarding Tenant and Tenant's tenancy as may be required by law or requested by governmental authorities or agencies, law enforcement agencies or courts including but not limited to officials from local and state code enforcement agencies.

19. NOTICES. Except as otherwise expressly provided in this Rental Agreement, any written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail or certified mail, deposited in the United States mail with postage thereon fully prepaid and addressed to the party to be served at the address of such party provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date delivered, if personally delivered, or if mailed, shall be deemed complete three (3) days after deposit in the United States mail, with postage thereon fully prepaid and sent to the last known address of the intended recipient as provided for in this Rental Agreement.

20. NOTIFICATION OF CHANGE OF ADDRESS. In the event Tenant shall change Tenant's place of residence or alternate address from the place on the attached Rental Agreement Addendum, Tenant shall give Lessor written notice of any such change within ten (10) days of the change, specifying Tenant's current residence, alternate address and telephone numbers. Failure to provide forwarding information in writing releases Lessor of any damages that might occur in the event that the Container(s) must be removed or in exercising Lessor's remedies upon an event of default. Lessor assumes no responsibility and will make no attempts to locate Tenant if such information is unavailable.

21. ASSIGNMENT. Tenant shall not assign or sublease the Container(s) or any portion thereof without in each instance the prior written consent of Lessor. Lessor may assign or transfer this Rental Agreement without the consent of Tenant and, after such assignment or transfer, Lessor shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer.

22. SUCCESSION. All of the provisions of this Rental Agreement shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of the parties hereto.

23. GOVERNING LAW/JURISDICTION/WAIVER OF JURY TRIAL. This Rental Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Whenever possible, each provision of this Rental Agreement shall be interpreted in such manner as to be effective and valid under South Carolina law, but, if any provision of this Rental Agreement shall be invalid or prohibited under South Carolina law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Rental Agreement. Tenant agrees to waive their rights to a jury trial for any and all claims made against or through Lessor. Tenant further agrees that Lessor will be notified of all claims no later than the earlier of 60 days from the initial discovery of the claim or default or 60 days following the expiration or termination of this Rental Agreement and failure to do so will result in the forfeiture of said claim. Any claims by Tenant arising under this Rental Agreement must be brought in a court of competent jurisdiction located in geographic area in which Lessor has its original place of business at the time of commencement of litigation proceedings. Tenant waives any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction does not preclude Tenant or Lessor from bringing an action to enforce any judgement or judicial order in any other jurisdiction.

24. RULES AND REGULATIONS. The rules and regulations of Lessor's Facilities shall be posted in a conspicuous place at the Facility are made a part of this Rental Agreement and Tenant shall comply at all times with such rules and regulations while at the Facility. Lessor shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Container(s). Facility and all common areas of the Facility, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Facility, they shall become a part of this Rental Agreement.

25. LOCAL ORDINANCES AND REGULATIONS. Tenant acknowledges that Tenant's use and placement of the Container(s) may be subject to county, city and local ordinances, rules and/or regulations including deed and homeowner restrictions and complex rules. *Tenant assumes full responsibility for any fines and/or penalties, monetary or other, resulting from Tenant's use or placement of the Container(s) in violation of such ordinances, rules and/or regulations.* If an authority requires Lessor to remove the Container(s) from Tenant's premises, Lessor will attempt to notify Tenant of such requirement; however, Tenant gives Lessor full authority to comply with such requirements, and absolves Lessor of any liability for any resulting damage to Tenant's premises or property. Additionally, if Tenant is renting or leasing the premises where the Container(s) is located, other than property owned by Lessor, and the landlord of the premises requests that the Container(s) be removed or relocated, Tenant gives Lessor full authority to comply with the landlord's request, and absolves Lessor of any liability for any resulting damage to Tenant's property or the premises and shall indemnify and hold harmless Lessor from any claims by the landlord for damage to the premises. Tenant further understands that should the Container(s) be removed by any person other than Lessor, Tenant assumes all costs including but not limited to legal fees, removal and storage that are incurred with the Container(s)'s retrieval and further agrees to pay Lessor for any damages that are associated with such removal and storage of the Container(s).

26. FORCE MAJEURE. Lessor shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, epidemics or embargoes.

27. COMMUNICATIONS. Tenant understands that all telephonic communications with Lessor will be recorded under the business exception of Florida Statute Chapter 934 and Texas Penal Code 16.02.

28. ENTIRE AGREEMENT. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein, and no representative of Lessor or Lessor's Agents is authorized to make any representations, warranties or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by both parties.

11. **RIGHT TO ENTER, INSPECT AND REPAIR CONTAINER.** Tenant shall grant Lessor, Lessor's Agents or the representatives of any governmental authority, including police and fire officials, access to the Container(s) and the premises where such Container(s) may be located, if necessary, as required by applicable laws and regulations or in connection with the performance of the obligations of Lessor under Section 4.5. In the event Tenant shall not grant access to the Container(s) as required or in the event of an emergency or upon default of